3. Frontier will (1) comply with all wholesale performance reporting requirements and associated penalty regimes currently applicable to Verizon, including but not limited to those applicable under Performance Assurance Plans and Carrier-to-Carrier Guidelines; (2) continue to provide the performance reports that Verizon currently provides to wholesale customers under the Joint Partial Settlement Agreement, effective March 2008, for California, Florida, Indiana, North Carolina, Ohio, Oregon, and Washington ("Joint Partial Settlement Agreement");[1] (3) provide the performance reports that Verizon currently provides to existing wholesale customers to any new entrants in the legacy Verizon territory in the 14 Affected States; (4) add the wholesale service that Frontier provides to wholesale customers in Michigan to the performance reporting required under the Joint Partial Settlement Agreement; (5) meet or exceed Verizon's average monthly performance for 2008 for each metric contained in the reports provided under the Joint Partial Settlement Agreement; and (6) not seek any changes to any of the wholesale performance reporting requirements and associated penalty regimes currently applicable to Verizon.

   *[**Relevance Of State-Level Conditions:** This condition covers the same subject matter as Comcast 4-State Settlement Condition d, Comcast West Virginia Settlement Condition d, OR/WA CLEC Settlement Condition 4, and West Virginia CLEC Settlement 4, but it addresses the flaws in those conditions. Those conditions are insufficient because they do not require Frontier to (1) provide the performance reports to new entrants in the legacy Verizon territory, (2) provide performance reporting to wholesale customers in Michigan, (3) meet or exceed Verizon's average monthly performance for 2008, or (4) not seek any changes to the performance reporting requirements and associated penalty regimes.]*

4. Frontier will retain, at its sole expense, an independent third-party consultant to conduct an analysis of the level of service provided to wholesale customers in the legacy Verizon territory in the 14 Affected States before and after the Transaction. This analysis will begin 18 months following the Closing Date and will be completed within 90 days. Frontier will provide each CLEC with CLEC-specific results of the analysis and Frontier will provide the public with aggregate results of the analysis.

   *[**Relevance Of State-Level Conditions:** This proposed condition is not addressed by the various state-level settlement agreements.]*

5. Frontier will assume or take assignment of all obligations under Verizon's current interconnection agreements, interstate special access tariffs, commercial agreements, line sharing agreements, and other existing arrangements with wholesale customers ("Assumed Agreements"). Frontier shall not terminate or change the rates, terms or conditions of any effective Assumed Agreements during the unexpired term of any Assumed Agreement or for a period of 36 months from the Closing Date, whichever

[1] The Joint Partial Settlement Agreement is available at http://www22.verizon.com/wholesale/attachments/east-perf_meas/CA_FL_IN_NC_OH_JPSA_BLACKLINE.doc (last visited Jan. 28, 2010).

occurs later unless requested by the wholesale customer, or required by a change of law.

*[**Relevance Of State-Level Conditions:** This proposed condition is modeled after OR/WA CLEC Settlement Condition 5, Comcast 4-State Settlement Condition e, and Comcast West Virginia Settlement Condition f, and addresses issues that are also covered in West Virginia CLEC Settlement Condition 2. Like West Virginia CLEC Settlement Condition 2, this proposed condition applies for 36 months.]*

6. Frontier will allow requesting carriers to extend existing interconnection agreements with Legacy Frontier, whether or not the initial or current term has expired, until at least 36 months from the Closing Date, or the date of expiration, whichever is later.

*[**Relevance Of State-Level Conditions:** This proposed condition is modeled after OR/WA CLEC Settlement Condition 6, Comcast 4-State Settlement Condition f, and Comcast West Virginia Settlement Condition g and addresses issues that are also covered in West Virginia CLEC Settlement Condition 3. Like West Virginia CLEC Settlement Condition 3, this proposed condition applies for 36 months.]*

7. Frontier shall allow a requesting carrier to use its pre-existing interconnection agreement, including agreements entered into with Verizon, as the basis for negotiating a new replacement interconnection agreement. Such new replacement interconnection agreement shall apply throughout the state in question.

*[**Relevance Of State-Level Conditions:** This proposed condition is similar to OR/WA CLEC Settlement Condition 7, Comcast 4-State Settlement Condition g, Comcast West Virginia Settlement Condition h, and West Virginia CLEC Settlement Condition 3, except that it requires the new replacement interconnection agreement to apply throughout the state in question.]*

8. For at least 36 months from the Closing Date, Frontier shall not increase rates for tandem transit service, any interstate special access tariffed offerings, reciprocal compensation, interconnection, collocation, unbundled network elements, Ethernet service, or any other wholesale services. For at least 36 months from the Closing Date, Frontier will not create any new rate elements or charges for distinct facilities or functionalities that are currently already provided under existing rates. Frontier shall continue to offer any currently offered Term and Volume Discount plans until at least 36 months from the Closing Date. Frontier will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term. Frontier will reduce pro rata the volume commitments provided for in agreements to be assigned to or entered into by Frontier or tariffs to be concurred in and then adopted by Frontier without any change in rates and charges or other terms and conditions, so that such volume pricing terms will in effect exclude volume requirements from states not affected by the proposed Transaction.

*[**Relevance Of State-Level Conditions:** This proposed condition is modeled after OR/WA CLEC Settlement Condition 8, Comcast 4-State Settlement Condition h, and Comcast West Virginia Settlement Condition i, and it also addresses issues that are covered by West Virginia CLEC Settlement Condition 2. Like West Virginia CLEC Settlement*

Condition 2, this proposed condition applies for 36 months. However, West Virginia CLEC Settlement Condition 2 does not address volume-term agreements.]

9. In the portions of West Virginia served by Verizon prior to the Closing Date, Frontier shall be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications Act of 1934 ("Communications Act") and shall be subject to all requirements applicable to BOCs, including but not limited to the "competitive checklist" set forth in Section 271(c)(2)(B) and the nondiscrimination requirements of Section 272(e) of the Communications Act.

*[**Relevance Of State-Level Conditions:** This proposed condition covers the same subject matter as West Virginia CLEC Settlement Condition 8 and Comcast West Virginia Settlement Condition j, but it addresses the flaws in those conditions. West Virginia CLEC Settlement Condition 8 is insufficient because it merely states that "Frontier WV will comply with statutory obligations under Section 271 of the Act." Comcast West Virginia Settlement Condition j is insufficient because it merely prevents Frontier from avoiding any of its obligations under the Assumed Agreements on the grounds that Frontier is not subject to Section 271.]*

10. Frontier will not seek to avoid any of its obligations under the Assumed Agreements on the grounds that Frontier is not an incumbent local exchange carrier ("ILEC") under the Communications Act. Frontier will waive, in perpetuity, its right to seek the exemption for rural telephone companies under Section 251(f)(1) and its right to seek suspensions and modifications for rural carriers under Section 251(f)(2) of the Communications Act.

*[**Relevance Of State-Level Conditions:** This condition covers the same subject matter as OR/WA CLEC Settlement Condition 9, Comcast 4-State Settlement Condition i, Comcast West Virginia Settlement Condition j, and West Virginia CLEC Settlement Condition 8, but it addresses the flaw in those conditions. Those conditions merely prevent Frontier from invoking the protections of Section 251(f)(1) and (2) for purposes of avoiding any of its obligations under the Assumed Agreements for three years.]*

11. For one year following the Closing Date, Frontier will not seek to reclassify as "non-impaired" any wire centers for purposes of Section 251 of the Communications Act. For one year following the Closing Date, Frontier will not file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 obligation, dominant carrier regulation, or *Computer Inquiry* requirements.

*[**Relevance Of State-Level Conditions:** This proposed condition is similar to OR/WA CLEC Settlement Condition 10, Comcast 4-State Settlement Condition j, Comcast West Virginia Settlement Condition k, and West Virginia CLEC Settlement Condition 15, except that it also covers the* Computer Inquiry *requirements.]*

12. Frontier shall provide and maintain on a going-forward basis updated escalation procedures, contact lists, and account manager information at least 30 days prior to the Closing Date. The updated contact list shall, for each CLEC, identify and assign a single point of contact with the authority to address the CLEC's ordering, provisioning, billing,

maintenance, and OSS systems transition and integration issues.

*[**Relevance Of State-Level Conditions:** This proposed condition is similar to OR/WA CLEC Settlement Condition 11, Comcast 4-State Settlement Condition k, Comcast West Virginia Settlement Condition l, and West Virginia CLEC Settlement Condition 9, except that it also covers "OSS systems transition and integration issues."]*

13. Frontier will continue to make available to each CLEC the types of information that Verizon currently makes available to CLECs concerning wholesale operations support systems and wholesale business practices via its website, the CLEC Manual, industry letters, and the Change Management Process ("CMP"). In addition, Frontier will establish a CLEC User Forum process similar to the CLEC User Forum that Verizon currently offers and Frontier will maintain quarterly CLEC User Forum meetings. Frontier will provide CLECs with training and education on any wholesale OSS implemented by Frontier without charge to the CLECs. Frontier will maintain a CMP similar to Verizon's current CMP process. For the first 12 months following the Closing Date, Frontier shall hold monthly CMP meetings. Thereafter, the frequency of the CMP meetings will be agreed upon by the parties. Frontier will also commit to at least two OSS releases per year and commit to deploying at least two CLEC-initiated Change Requests per OSS release. Pending CLEC Change Requests will be completed in a commercially reasonable timeframe.

*[**Relevance Of State-Level Conditions:** This proposed condition is similar to OR/WA CLEC Settlement Conditions 12 & 13, Comcast 4-State Settlement Conditions l & m, Comcast West Virginia Settlement Conditions m & n, and West Virginia CLEC Settlement Conditions 11 & 12, except that it also requires Frontier to "commit to deploying at least two CLEC-initiated Change Requests per OSS release."]*

14. Frontier shall ensure that its wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is comparable to that which was provided by Verizon prior to the Closing Date and to ensure the protection of CLEC information from being used for Frontier's retail operations.

*[**Relevance Of State-Level Conditions:** This proposed condition is similar OR/WA CLEC Settlement Condition 14, Comcast 4-State Settlement Condition n, Comcast West Virginia Settlement Condition o, and West Virginia CLEC Settlement 17, and it should be applied to all 14 Affected States.]*

15. At least 90 days prior to the Closing Date, Frontier will retain, at its sole expense, an independent third-party consultant ("Consultant") acceptable to the Chief of the FCC's Wireline Competition Bureau ("WCB Chief") to assess the readiness of Frontier's wholesale OSS in West Virginia. The Consultant will review Verizon and Frontier's cutover plan. CLECs will also be permitted to review the cutover plan and to provide their feedback on the cutover plan to the Consultant. The Consultant will propose readiness criteria, permit interested parties to comment on the proposed readiness criteria, and finalize the readiness criteria based on the comments received. The Consultant will

use the readiness criteria to conduct a pre-cutover assessment, including testing and a mock cutover, of Frontier's wholesale OSS in West Virginia, to determine the readiness of those systems for cutover. At least 30 days before the Closing Date, CLECs will be permitted to test Frontier's systems, including Frontier's wholesale gateway, and report their results to the Consultant. CLECs will be permitted to submit test orders, including pre-ordering and ordering for new facilities, submit sample repair tickets, and view sample bills electronically. In the event that the Consultant's assessment or CLECs' testing identifies problems or errors in Frontier's systems, Frontier will have the opportunity to correct such problems and errors in a commercially reasonable period of time. Based on the results of its own assessment and CLECs' testing, the Consultant will provide a publicly available report to the WCB Chief regarding Frontier's readiness for cutover. After notice and comment by interested parties, the WCB Chief will not permit the cutover to take place unless the Consultant has notified the WCB Chief of the Consultant's determination that Frontier's wholesale OSS operate, at a minimum, at the same level of service quality as Verizon prior to the Transaction. For 45 days following the cutover to Frontier's wholesale OSS, Verizon will not turn down its wholesale OSS for West Virginia and if substantial systems problems arise, as determined by the Consultant, CLECs will be allowed to place orders via Verizon's wholesale OSS for West Virginia until the end of the 45-day period.

*[**Relevance Of State-Level Conditions:** This proposed condition covers the same subject matter as West Virginia CLEC Settlement Condition 10 and Comcast West Virginia Settlement Condition 1, but it addresses the flaws in those conditions. Among other things, those conditions do not require independent third-party oversight of the cutover process or independent third-party testing of Frontier's systems, and they allow Frontier, rather than the FCC, to decide whether Frontier's systems are ready for cutover.]*

16. At least 120 days prior to the Closing Date, Frontier will retain, at its sole expense, an independent third-party consultant ("Consultant") acceptable to the WCB Chief, to assess the readiness of Frontier's replicated systems ("Replicated Systems") for the 14 Affected States excluding West Virginia ("the 13 Affected States") for closing. The Consultant will review any documents describing Verizon and Frontier's OSS replication, transition and/or integration plans, including but not limited to the Merger Agreement and system maintenance agreement. CLECs will also be permitted to review these documents and to provide their feedback to the Consultant on Verizon and Frontier's OSS replication, transition and/or integration plans for the 13 Affected States. The Consultant will propose readiness criteria, permit interested parties to comment on the proposed readiness criteria, and finalize the readiness criteria based on the comments received. The Consultant will use the readiness criteria to conduct a pre-closing assessment, including testing, to determine, at a minimum: (1) whether Verizon has properly replicated its OSS and separated the Replicated Systems from its legacy OSS; (2) whether the Replicated Systems were properly transferred to Frontier; and (3) the extent to which the Replicated Systems will be fully operational at closing. At least 30 days before the Replicated Systems are operated by Verizon in full production mode, CLECs will be permitted to test the Replicated Systems and report the results of their testing to the Consultant. In the event that the Consultant's assessment or CLECs' testing identifies problems or errors in

the Replicated Systems, Verizon and/or Frontier will have the opportunity to correct such problems and errors in a commercially reasonable period of time. Based on the results of its own assessment and CLECs' testing, the Consultant will provide a publicly available report to the WCB Chief regarding Frontier's readiness for closing. After notice and comment by interested parties, the WCB Chief will not permit the closing to take place unless the Consultant has notified the WCB Chief of the Consultant's determination that the Replicated Systems operate, at a minimum, at the same level of service quality as Verizon prior to the Transaction.

*[**Relevance Of State-Level Conditions:** This proposed condition covers the same subject matter as OR/WA CLEC Settlement Condition 15.a. and Comcast 4-State Settlement Condition 1, but it addresses the flaws in those conditions. OR/WA CLEC Settlement Condition 15.a. does not require independent third-party oversight of the replication process, independent third-party testing of the replicated systems, or CLEC testing of the replicated systems, and it allows Frontier, rather than the FCC, to determine whether the systems are ready for closing. While Comcast 4-State Settlement Condition 1 contains robust testing conditions, it does not require independent third-party oversight of the replication process or independent third-party testing of the replicated systems, and it also allows Frontier, rather than the FCC, to determine whether the systems are ready for closing.]*

17. Frontier will use the Replicated Systems for the 13 Affected States for at least one year after the Closing Date and Frontier will not replace those systems during the first three years after close of the Transaction without providing 180 days' notice to the FCC and the CLECs. At least 180 days before transition of the Replicated Systems to any other wholesale operations support systems ("New Systems"), Frontier will retain, at its sole expense, an independent third-party consultant ("Consultant") acceptable to the WCB Chief, to assess Frontier's readiness for cutover to the New Systems. The Consultant will review Frontier's cutover plan. CLECs will also be permitted to review the cutover plan and to provide their feedback on the cutover plan to the Consultant. The Consultant will propose readiness criteria, permit interested parties to comment on the proposed readiness criteria, and finalize readiness criteria based on the comments received. The Consultant will use the readiness criteria to conduct a pre-cutover assessment, including testing and a mock cutover, of Frontier's New Systems. CLECs will also be permitted to submit test orders and test Frontier's systems and report their results to the Consultant. In the event that the Consultant's assessment or CLECs' testing identifies problems or errors in Frontier's New Systems, Frontier will have the opportunity to correct all such problems and errors in a commercially reasonable period of time. Based on the results of its own assessment and CLECs' testing, the Consultant will provide a publicly available report to the WCB Chief regarding Frontier's readiness for cutover. After notice and comment by interested parties, the WCB Chief will not permit the cutover to take place unless the Consultant has notified the WCB Chief of the Consultant's determination that Frontier's New Systems operate, at a minimum, at the same level of service quality as Verizon prior to the Transaction.

*[**Relevance Of State-Level Conditions:** This proposed condition covers the same subject*

matter as OR/WA CLEC Settlement Condition 15.b. and Comcast 4-State Settlement Condition 1, but it addresses the flaws in those conditions. Those conditions do not require independent third-party oversight and testing, CLEC testing, and FCC approval before cutover.]

18. Frontier will process simple port requests within four business days pursuant to Section 52.26 of the FCC's rules and within one business day pursuant to Section 52.35 of the FCC's rules, once Section 52.35 has taken effect.

*[**Relevance Of State-Level Conditions:** This proposed condition is similar to Comcast 4-State Settlement Condition d, but it is not addressed in the OR/WA CLEC Settlement or the West Virginia CLEC Settlement, and it should be applied to all 14 Affected States.]*

19. Frontier will complete provisioning of a requested physical collocation arrangement, including any collocations in remote terminals, within 90 days pursuant to Section 51.323(*l*)(2) of the FCC's rules. Frontier will also make readily available to requesting carriers a current list of remote terminals, including the physical address and CLLI Code of the remote terminal, and the addresses of all business lines served by each remote terminal.

*[**Relevance Of State-Level Conditions:** This condition covers the same subject matter as West Virginia CLEC Settlement Condition 14, but it addresses the flaws in that condition. West Virginia CLEC Settlement Condition 14 does not require compliance with Section 51.323(l)(2) of the Commission's rules and it does not require the addresses of all business lines served by each remote terminal to be included in the lists provided to requesting carriers.]*

20. Frontier will process pole attachment applications within 45 days pursuant to Section 1.1403(b) of the FCC's rules. Frontier must provide bi-monthly reports to the FCC's Wireline Competition Bureau on its compliance with Section 1.1403(b) of the FCC's rules, including the number of pole attachment applications it has received and the number of such applications it has processed within 45 days. Frontier will also process within 60 days of the Closing Date all pending pole attachment applications that have not been processed within 45 days pursuant to Section 1.1403(b) of the FCC's rules. If Frontier fails to meet either the 45-day interval for any pole attachment application submitted after the Closing Date or the 60-day interval for processing pole attachment applications that had not been processed within 45 days prior to the Closing Date, Frontier shall provide the party seeking the attachment with a credit on wholesale charges or a payment in an amount equal to $1,000 per application for each 10-day delay past the applicable deadline (e.g., a delay of 20 days past the 45-day deadline for an application submitted after the Closing Date would result in a $2,000 fine). Frontier shall provide attaching CLECs with at least four certified engineers to bid on and compete for the service contract for the make-ready work to be performed by the attaching CLEC. Frontier shall not charge a new attacher to remedy other attachers' preexisting violations of pole attachment requirements.

*[**Relevance Of State-Level Conditions:** This proposed condition covers the same subject*

matter as West Virginia CLEC Settlement Condition 13 but it addresses the flaws in that condition. West Virginia CLEC Settlement Condition 13 merely requires that the backlog of pending pole attachment applications be resolved within 180 days and that Frontier work with CLECs to "develop process [sic] *within 90 days of Closing to meet the contracted intervals on new requests."]*

21. Frontier shall not be permitted to reject a DS1 UNE loop order on the basis that no facilities are available where any Frontier facilities assignment database shows that the loop in question is available to be provisioned by Frontier to a Frontier retail customer. For any DS1 UNE loop order rejected on the basis that no facilities are available, Frontier shall provide the requesting carrier with the status of the loop in question in any Frontier facilities assignment database.

    *[**Relevance Of State-Level Conditions:** This proposed condition is similar to West Virginia CLEC Settlement Condition 21 but it is not addressed in the OR/WA CLEC Settlement or the Comcast 4-State Settlement, and it should be applied in all 14 Affected States.]*

22. Frontier will provision DS1 interstate special access loops within a maximum of 6 business days, 80 percent of the time.

    *[**Relevance Of State-Level Conditions:** This proposed condition is not addressed by the various state-level settlement agreements.]*

23. Frontier's OSS will have the capability to automatically provision and bill the transport element of each DS1 special access circuit ordered by a wholesale customer as a "MetroLAN" rate element where MetroLAN is the least expensive rate element available to the customer.

    *[**Relevance Of State-Level Conditions:** This proposed condition is not addressed by the various state-level settlement agreements.]*

24. Frontier will hold regular customer summits similar to those Verizon holds in order to solicit feedback from large wholesale customers.

    *[**Relevance Of State-Level Conditions:** This proposed condition is not addressed by the various state-level settlement agreements.]*

25. Every six months following the Closing Date, for each of the conditions proposed herein, Frontier will require an officer of the corporation with authority over compliance with that condition to sign and file in WC Dkt. No. 09-95 an affidavit stating, under penalty of perjury, that Frontier is in compliance with the condition. If a Frontier officer is unable to sign such an affidavit for each condition, Frontier will be subject to an automatic penalty, payable to the U.S. Treasury, in the amount of $100,000 per condition per six-month period. If Frontier files an affidavit stating that it is in compliance with any of the conditions proposed herein and the FCC subsequently determines that Frontier was not in compliance with the condition at the time the affidavit was signed, Frontier will be

subject to a penalty, payable to the U.S. Treasury, in the amount of $500,000 per condition per six-month period. These automatic penalties shall be in addition to any other remedies awarded by the FCC, including any monetary damages payable to parties harmed by Frontier's failure to comply with a condition proposed herein.

*[**Relevance Of State-Level Conditions:** This proposed condition is not addressed by the various state-level settlement agreements.]*

ATTACHMENT B

REDACTED - FOR PUBLIC INSPECTION

Before the
Federal Communications Commission
Washington, D.C. 20554

FILED/ACCEPTED

JAN 28 2010

Federal Communications Commission
Office of the Secretary

In the Matter of	)	
	)	
Applications Filed by Frontier Communications	)	
Corporation and Verizon Communications Inc.	)	WC Docket No. 09-95
for Assignment or Transfer of Control	)	

DECLARATION OF PAUL OLENIK

1. I am Paul Olenik, Director of Service Implementation, for One Communications Corp. ("One Communications"). In this role, I am responsible for end-to-end fulfillment of all orders in my assigned territory, the New England and Mid-Atlantic regions. I work closely with One Communications' customers, internal departments, sales teams, incumbent LECs, competitive LECs, and competitive access providers. I have been employed by One Communications for five years. During this time, I have held positions in Circuit Design, Provisioning, Voice Translations, Data Provisioning, and Transport. Prior to joining One Communications, I was employed by Verizon Communications for nine years, most recently in Verizon's Carrier Account Team Center in Boston, Massachusetts. The Carrier Account Team Center served competitive LECs who were doing business in the New England and New York regions. I was responsible for DS1 and DS3 circuit installation in areas of New York. In my last year with Verizon, I was also responsible for managing both Verizon's New England Wholesale Repair Call Center, which answered and processed all trouble ticket reporting for the center, and Verizon's Customer Care Group, which handled all provisioning and installation escalations.

2. One Communications, with corporate headquarters in Burlington, Massachusetts, and operational headquarters in Rochester, New York, is the largest privately-held, multi-regional integrated telecommunications provider in the United States. One Communications

offers advanced telecommunications solutions (including data and Internet services, VoIP and voice services, and bundled services) via DS0, xDSL, DS1, DS3, and OCn loops to approximately 160,000 small and mid-sized business customers in 18 states across the Northeast, Mid-Atlantic and Upper Midwest, plus Washington, D.C. One Communications competes with Verizon in areas served by incumbent LEC exchanges that are the subject of the proposed spin-off transaction between Verizon and Frontier (the "Applicants") in Indiana, Michigan, Ohio, West Virginia, and Wisconsin.

3. The purpose of this declaration is to (1) describe the problems that One Communications and its customers experienced in Maine, New Hampshire, and Vermont as a result of the flawed OSS transition that occurred during and after the spin-off transaction between Verizon and FairPoint Communications, Inc. ("FairPoint"); and (2) describe the risks that the OSS transitions planned for the proposed spin-off transaction between Verizon and Frontier pose for One Communications and its customers in Indiana, Michigan, Ohio, West Virginia, and Wisconsin.

I. As A Result Of Verizon And FairPoint's Flawed OSS Transition, One Communications Experienced Numerous Problems That Have Impeded Its Ability To Serve Its Customers And Compete Effectively In New England.

4. When the cutover from Verizon to FairPoint's OSS occurred on or about January 30, 2009, FairPoint's wholesale OSS were not operationally ready and were inadequate for One Communications to perform basic functions related to pre-ordering, ordering, provisioning, billing, maintenance, and repair. As a result, One Communications experienced numerous problems that have impeded its ability to serve its customers.

5. First, One Communications' orders were not processed by FairPoint in a timely manner. FairPoint had instituted a two-week "blackout" period following the cutover during

which it would not process any orders received. However, once the blackout period ended, FairPoint's systems were still unable to timely process orders. Among other things, large quantities of data (e.g., address records, inventory records, and orders placed with Verizon prior to the cutover) were not mapped properly during the data migration and FairPoint's systems did not function properly and interact with each other as expected. These systems failures resulted in a backlog of numerous orders, including hundreds of One Communications' orders. In fact, One Communications has determined that between January 9, 2009 (the date on which FairPoint required new orders whose provisioning dates fell during the week before the cutover to be placed via FairPoint's new Wisor systems rather than via Verizon's systems) and March 31, 2009, approximately two months after the cutover, FairPoint completed only 58 percent of One Communications' orders. This situation was made worse by the fact that FairPoint was forced to process backlogged orders manually. As a result, completion of One Communications' orders was delayed for days, weeks, and even months. A few of the orders that One Communications submitted around the time of the cutover were not completed until December 2009.

6. Importantly, FairPoint was also unable to process emergency orders in a timely manner. Such orders are typically placed in response to medical emergencies or law enforcement needs (e.g., requests for a Change Telephone Number or Change Directory Listing in response to a restraining order). The process for fulfilling emergency orders that FairPoint had defined prior to the cutover simply did not work after the cutover. As a result, these emergency orders had to be processed manually and required approval at the Director level. One Communications did not receive a timely response for these orders, and in some cases, did not receive any response at all. One Communications believes that Verizon and FairPoint

dramatically underestimated the volume of emergency orders that FairPoint would receive post-transaction.

7. Second, for as long as six months following the cutover, One Communications was unable to consistently obtain complete and accurate Customer Service Records ("CSRs"), Address Validation information, and Loop Qualification data from FairPoint for pre-ordering. For instance, One Communications' employees could not retrieve complete CSRs from FairPoint's systems (i.e., One Communications could not view all of the telephone numbers associated with a particular CSR). FairPoint's CSR database sometimes timed out when One Communications' employees attempted to request CSRs and One Communications could not receive timely responses to manual CSR requests. In addition, FairPoint's Address Validation database rejected a large quantity of One Communications' orders as non-serviceable when the address at issue was indeed serviceable. Furthermore, due to inaccuracies and incomplete data in FairPoint's Loop Qualification database, One Communications' employees were often forced to rely on MapQuest to check the distance between a serving central office and a customer's premises to ensure that the customer was serviceable for the technology at issue. Whenever One Communications received a denial from FairPoint's Loop Qualification database even though the customer was in fact serviceable for the technology at issue, One Communications was forced to submit its order to FairPoint manually.

8. To my knowledge, FairPoint was forced to conduct multiple updates of approximately 500,000 to 600,000 records in the months following the cutover. Among other things, the lack of complete and accurate data following the cutover affected One Communications' ability to submit orders and ultimately resulted in delayed provision of service to One Communications' customers. In some cases where One Communications received an

invalid jeopardy notification after submitting an order to FairPoint, FairPoint was not able to resolve the problem itself and instead had to wait for its consultant, Capgemini, to clear the jeopardy, thereby further delaying installation to One Communications' customer.

9. Third, One Communications received Provisioning Completion Notices ("PCNs") and Billing Completion Notices ("BCNs") from FairPoint even though provisioning or billing for the order at issue had *not* been completed. FairPoint had to resolve these cases manually. However, FairPoint subsequently failed to update its Directory Listings and E911 records accordingly, thereby negatively affecting One Communications' customers. Premature PCNs also resulted in premature dispatch of technicians to the field. In addition, premature BCNs resulted in double billing of the same customer from both FairPoint and One Communications.

10. Fourth, One Communications experienced difficulties coordinating hot cuts with FairPoint. More specifically, because of defects in FairPoint's systems, FairPoint was forced to perform hot cuts to One Communications manually but FairPoint subsequently failed to update its systems accordingly. When FairPoint eventually performed clean up of the inventory records in its systems, orders appeared as having not been completed (even though the orders correctly appeared as having been completed in One Communications' systems) and FairPoint would put the One Communications customers at issue back on FairPoint's network, thereby causing service outages for those One Communications customers.

11. Fifth, One Communications experienced many problems related to repair of FairPoint's wholesale services. For example, because FairPoint is not able to test T1 circuits remotely, a technician must be dispatched each time testing is required. However, whenever FairPoint experienced systems or process issues, its technicians tried to prevent One Communications' employees from opening trouble tickets manually, thereby further delaying

trouble ticket resolution. In another example, because much of the data on Verizon's systems did not properly flow over to FairPoint during the migration, One Communications experienced great difficulty in opening trouble tickets. Specifically, because the relevant FairPoint database did not contain complete and accurate Connecting Facilities Assignment information, opening such a ticket could take more than one week. In some cases, FairPoint had to engage a third-party vendor to validate its own records. In addition, in certain instances, when One Communications was finally able to open a trouble ticket electronically, a One Communications employee would call FairPoint approximately one hour later for a status update on the ticket and would be told that the ticket at issue was "lost" and that One Communications would have to resubmit the ticket. All of these problems contributed to delays in dispatching FairPoint's technicians to restore service to One Communications' customers in a timely fashion. In some cases, when FairPoint finally dispatched a technician to a One Communications customer's premises, the technician arrived without any information about the customer's service problem and asked the customer what kinds of repairs were needed.

12. These are just some examples of the many problems that One Communications experienced following the cutover from Verizon's systems to FairPoint's systems in New England. It took FairPoint approximately six to eight months to resolve most of the problems described above. One Communications is still conducting weekly calls on delayed or troubled orders today. Furthermore, despite working with FairPoint's information technology department for months, One Communications has not yet received a completely accurate bill from FairPoint.

13. FairPoint's faulty OSS has hindered One Communications' ability to serve its customers, increased One Communications' costs, and caused One Communications to lose substantial revenue. Many One Communications' customers cancelled their requested services,

resulting in hundreds of thousands of dollars in lost revenues for the company. One Communications has also been forced to devote staff and resources to conducting daily conference calls, performing manual research, and repeating tasks, such as resubmitting orders. One Communications estimates that this lost productivity has cost the company hundreds of thousands of dollars. Ultimately, competition, and therefore consumers, have suffered in Maine, New Hampshire and Vermont as a result of the problems associated with a poorly managed transition from Verizon's wholesale OSS to FairPoint's OSS.

II. Despite The Applicants' Plans To Use Existing Systems, The OSS Transitions For The Proposed Verizon-Frontier Transaction Pose Many Of The Same Risks As The Previous Verizon-FairPoint Transaction.

14. I have reviewed the portions of the Declaration of Daniel J. McCarthy and the Declaration of Stephen E. Smith on behalf of Frontier and Verizon, respectively, filed in this proceeding on October 13, 2009, that pertain to the OSS transitions that the Applicants will undertake as part of the proposed spin-off transaction. In paragraph 65 of his testimony, Mr. McCarthy states that the proposed transaction "involves significantly less operational risk than did the FairPoint transaction" in large part because Frontier will be "using Verizon's existing systems in thirteen states, and its own existing systems in the fourteenth." Similarly, in paragraph 20 of his testimony, Mr. Smith states that the proposed "transaction does not involve newly developed systems that might suffer from the design and integration problems experienced" during previous Verizon spin-off transactions. Although it is true that Frontier will be using Verizon's systems in 13 of the affected states ("13 Affected States") and that Frontier will be using its own systems in West Virginia, the OSS transitions for the proposed transaction still pose many of the same risks for One Communications and other CLECs as the previous Verizon-FairPoint transaction.

15. The process of replicating Verizon's systems for the 13 Affected States is a substantial undertaking and could result in major systems failures. To begin with, to the extent that the exchanges to be transferred in the proposed transaction belong to different legacy GTE operating regions, it is not clear how many legacy GTE systems will be replicated and whether there are any significant differences between these legacy GTE systems (such as whether some of the systems have been upgraded over time and others have not, resulting in multiple versions of the systems) that could add to the complexity of the replication of these systems. There is also significant room for error in each step of the replication process described by Verizon in paragraphs 7-13 of Mr. Smith's testimony, including creating "a functioning 'separate instance' [] of the existing GTE systems used today," "load[ing] [it] with all customer-related data," and transferring "the replicated systems, including the Fort Wayne data center and the hardware it contains," to Frontier. Further, even if, as Mr. Smith states in paragraph 9 of his testimony, "Verizon will do its own testing and validation during the replication process," it is still not clear how Verizon will ensure that its data will be copied accurately and in its entirety (e.g., it is not clear whether Verizon has established benchmarks for determining that the data migration was successful). As evidenced by One Communications' experience with FairPoint following the cutover from Verizon's wholesale OSS to FairPoint's OSS, failure to duplicate Verizon's data accurately and completely could result in significant obstacles to timely pre-ordering, ordering, provisioning, billing, and repair of Frontier's wholesale services.

16. Mr. Smith also states in paragraph 10 of his testimony that "Verizon plans to operate the replicated systems in full production mode for at least 60 days prior to closing, ensuring system performance with Frontier validating the results." Accordingly, it is possible that Verizon will use the replicated systems to serve wholesale customers even though those

systems may not be working properly. Otherwise, there would be no need for Frontier to conduct such a validation while the systems are in "full production mode." This could jeopardize the quality of wholesale service provided to Verizon customers even before the closing. In addition, Verizon and Frontier do not describe the process that they will use to resolve problems that arise during the 60-day "full production mode" period. Moreover, Verizon does not explain whether and when the Verizon data (customer addresses, services purchased, and so on) that changes during that 60-day time period will be updated in the replicated systems before closing. Up-to-date data is critical to timely pre-ordering, ordering, provisioning, billing, and repair of Frontier's wholesale services.

17. Furthermore, Mr. McCarthy states in paragraph 56 of his testimony that over time, Frontier may merge the replicated systems into Frontier's existing systems. This raises the risk that Frontier is merely postponing any OSS integration issues that would otherwise occur at closing until long after closing when regulators are no longer watching.

18. The process of cutting over from Verizon's OSS to Frontier's OSS in West Virginia is also a substantial undertaking that could also result in major systems failures. Mr. Smith states in paragraph 14 of his testimony that "Verizon will identify the relevant customer data and furnish Frontier with data descriptions, data formats and layouts, and a series of full test data extracts from the Verizon systems which hold the data" and that Frontier will then "receive the test data, map them to its own comparable systems, and then load and test its systems to confirm that the data have been mapped properly." As with the replication process, there is significant room for error with each step of this cutover process. In addition, while Mr. McCarthy states in paragraph 58 of his testimony that "Frontier's systems are fully scalable" and that a 600,000 line increase to "systems that already support about 2.2 million lines" is a

"significant, but manageable increase," it is not clear that Frontier's OSS in West Virginia will be able to handle the substantial increase in *wholesale* orders. For example, Frontier has not provided the volume of UNEs, special access, CSRs, and number portability requests that it currently processes per month in West Virginia as compared to Verizon's wholesale OSS for West Virginia.

19. Mr. McCarthy states in paragraph 56 of his testimony that for West Virginia, Frontier has recently purchased a Synchronoss gateway for electronic bonding and that it will deploy industry standard application programming interfaces ("APIs"). However, the process required for deploying these capabilities and integrating them into a legacy back-office system is complex and raises a lot of unanswered questions. For example, it is not clear whether these upgrades will provide all of the same functionalities as Verizon's gateway and APIs, how well the gateway and APIs will be integrated into Frontier's existing systems, and whether Frontier employees will know how to work with these upgraded systems.

20. For both of the OSS transitions, Verizon and Frontier have also failed to explain whether there will be a blackout period, and if so, when it will occur and how long it will last. If there will be a blackout period, the Applicants should provide estimates on how long it will take Frontier to process orders submitted during that period. The Applicants should also make clear whether there is a date on which CLECs can no longer place orders via Verizon's systems and whether there is a date on which CLECs will be able to place orders via Frontier's new systems. The Applicants have also failed to describe the manual processes that Frontier will have in place in the event of systems failures post-transaction.

21. Finally, based on Mr. Smith and Mr. McCarthy's testimony, Verizon and Frontier's OSS transitions do not include any opportunity for CLECs to review the Applicants'

OSS transition plans or to conduct pre-production or pre-closing testing of the replicated OSS for the 13 Affected States or pre-cutover testing of Frontier's OSS for West Virginia.

22. In order to minimize the risks that One Communications and other wholesale customers will experience service problems similar to those they experienced following the cutover to FairPoint's wholesale OSS, the Applicants should be required to hire an independent third-party consultant, approved by the FCC, to oversee each of these processes. For the OSS transition in the 13 Affected States, the consultant should establish readiness criteria to assess whether Frontier's replicated systems are ready for closing. Specifically, the consultant should use that criteria to assess whether (1) Verizon has properly replicated its OSS and separated the replicated systems from its legacy OSS; (2) whether the replicated systems were properly transferred to Frontier; and (3) the extent to which the replicated systems will be fully operational at closing. The closing should not be allowed to take place until the consultant has found that the replicated systems for the 13 Affected States operate at least at the same level of service quality as Verizon's systems before the transaction.

23. For the OSS transition in West Virginia, an independent third-party consultant should establish readiness criteria and use that criteria to conduct a pre-cutover assessment, including testing and a mock cutover, to determine the readiness of Frontier's wholesale OSS for cutover. The cutover in West Virginia should not be allowed to take place until the consultant has found that Frontier's wholesale OSS operate at least at the same level of service quality as Verizon's wholesale OSS prior to the transaction.

24. The FCC should allow CLECs to review Verizon and Frontier's OSS transition plans for the 13 Affected States and Verizon and Frontier's cutover plan for West Virginia. The FCC should also allow CLECs to conduct testing of Frontier's systems for West Virginia at least

30 days before cutover and to conduct testing of the replicated systems for the 13 Affected States at least 30 days before those systems are operated by Verizon in full production mode. CLECs should have the opportunity to test real data in a test environment that will mirror the live environment. Before the cutover from Verizon's systems to FairPoint's systems in New England, One Communications was given the opportunity only to test against incomplete information in a test environment. One Communications' employees were told that the data would be complete and accurate once FairPoint's systems went "live," but that was not the case. The FCC should prevent the same mistake from happening here.

25. The FCC should also require similar oversight and testing of the future integration of the replicated systems for the 13 Affected States into Frontier's existing systems.

REDACTED - FOR PUBLIC INSPECTION

I declare under penalty of perjury that the foregoing is true and correct to the best of my information and belief.

Paul Olenik

Dated: 1/20/2010

ATTACHMENT C

REDACTED - FOR PUBLIC INSPECTION

Before the
Federal Communications Commission
Washington, D.C. 20554

FILED/ACCEPTED

JAN 28 2010

Federal Communications Commission
Office of the Secretary

In the Matter of	)	
	)	
Applications Filed by Frontier Communications	)	
Corporation and Verizon Communications Inc.	)	WC Docket No. 09-95
for Assignment or Transfer of Control	)	

DECLARATION OF JACK WADE
ON BEHALF OF FIBERNET, LLC

1. My name is Jack Wade, and I am Vice President of Fiber Engineering and Operations Support Systems ("OSS") for FiberNet, LLC ("FiberNet"), a One Communications company. In this role, I am responsible for oversight of all outside plant, fiber engineering design and construction, and development, maintenance, and daily operational activities in support of nTelview, FiberNet's OSS. Prior to joining FiberNet in 1999, I was employed by Mountaineer Telecommunications, the former parent company of FiberNet, for approximately three-and-a-half years. I have been certified as an engineer by the Society of Cable Telecommunications Engineers.

2. FiberNet is a Charleston, West Virginia-based competitive local exchange carrier ("CLEC") that has invested more than $90 million in a state-of-the-art fiber optic network throughout West Virginia and provides broadband services to more than 36,000 residential and business customers in the state using a combination of its own facilities and leased unbundled network elements ("UNEs") and interconnection arrangements provided primarily by Verizon. FiberNet also provides service in Pennsylvania, Ohio, Maryland, Virginia, and Kentucky. FiberNet competes with Verizon in areas served by incumbent LEC exchanges that are the